

Sample Contract

(This is a sample contract only...it is not the only acceptable format for third-party contracts.)

Healthcare Facility Third-Party Services Contract

**Note: This Contract is between the Healthcare Facility and the Third-Party Services Contractor.
It is not a Contract with the Wyoming Department of Health, Office of Healthcare Licensing and Surveys.**

This contract is made this _____ day of _____, 20____, between _____ (name of services provider) and _____ (name of healthcare facility).

The purpose of this contract is to document and clarify the services _____ (services provider) will provide to _____ (healthcare facility), as well as the fee, invoicing, and payment structure to which both parties are in agreement.

Name of healthcare facility: _____

Construction project name: _____

Project number assigned by the Office of Healthcare Licensing and Surveys: _____

Scope of Services:

_____ (services provider) will provide the services described below to the above-named healthcare facility for the _____ (construction project name) per the Wyoming Department of Health, Office of Healthcare Licensing and Surveys (OHLS) Third-Party Plan Review and/or Inspector program. The project will be reviewed by _____ (services provider) for compliance with the Wyoming Department of Health Chapter 3 Construction Rules and Regulations for Healthcare Facilities, and for compliance with all provisions within those rules.

_____ (services provider) is not required to perform services beyond what is contemplated by this contract. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes.

OHLS will conduct all preliminary plans reviews, in accordance with W.S. 35-2-906. OHLS will review and approve preliminary submissions. OHLS will conduct all final construction inspections and the applicable Life Safety Code inspections. OHLS will conduct the licensure construction survey(s).

Description of Services: _____

Fee Structure: _____ (services provider) fees for this project will be as follows:

Plan Review Fee: \$ _____
Inspection Fees: \$ _____

Invoice and Payment Structure: _____ (services provider) will invoice the client upon completion of services. All payments are due to _____ (services provider) within ____ days.

Healthcare Facility Obligations: _____ (healthcare facility) shall, in a timely manner, provide all data information, plans, specifications, and other materials required by _____ (services provider) to perform the above-described "**Scope of Services**."

Time of Performance: _____ (services provider) will begin performance of service upon receiving the following: approved, fully-executed copy of the OHLS Healthcare Facility Application to Exercise Option of Third-Party Plan Reviewer and/or Inspector form, fully-executed copy of this contract, and ____ sets of plans and specifications.

Insurance: _____ (services provider) will provide insurance in accordance with the certificate of insurance to be issued and sent directly to _____ (healthcare facility). This policy will name _____ (healthcare facility) as additional insured.

Indemnification: _____ (services provider) will procure and maintain, at its own expense, adequate insurance against and to indemnify and hold the client harmless against any and all of the following types of claims.

Claims by any _____ (services provider) employee for compensation, fringe benefits of any kind whatsoever, or indemnification for tort claim damages or similar claims to damage.

Claims by any other party for damages for an alleged unlawful act or omission, negligent or willful, or part of any _____ (services provider) employee acting pursuant to this contract.

_____ (services provider) shall not be deemed to assume any liability for intentional or negligent acts of _____ (healthcare facility) or any officer, agent, or employee thereof, and _____ (healthcare facility), to the extent permitted by law, agrees to indemnify and hold _____ (services provider) harmless for any and all claims arising out of such acts.

_____ (healthcare facility) shall indemnify _____ (services provider) for claims against _____ (services provider) arising from the proper enforcement of the Wyoming Department of Health adopted building codes. Nothing contained herein shall be construed to waive or limit any right or defense available to the extent permitted by law.

Neither the State of Wyoming, or the Wyoming Department of Health will be held liable for any acts or omissions of the _____ (healthcare facility) or _____ (services provider) regarding services provided for this project.

Assignment: _____ (services provider) may not assign this contract without the consent of the client, which consent shall not be unreasonably withheld. However, _____ (services provider) is permitted to subcontract portions of the services to be provided. _____ (services provider) remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of _____ (services provider). Performance clauses will be included in contracts with all subcontractors to assure quality levels and to insure that agreed upon schedules are met.

Independent Contractor: _____ (services provider) is an independent contractor, and neither _____ (services provider) nor its employees will be considered as employed by _____ (healthcare facility).

Termination of Contract: If either party cancels this contract, _____ (services provider) will immediately invoice _____ (healthcare facility), and _____ (healthcare facility) agrees to pay for all services rendered to _____ (services provider) prior to cancellation of this contract.

Signatures:

_____ (name of healthcare facility)

_____ (name of services provider)

Signature, Administrator

Signature, Owner/President/CEO

Date signed: _____

Date signed: _____